Terms and Conditions

1. Introduction

These terms and conditions (hereinafter referred to as "Terms") govern the contractual relationship between AFRIQUEST TRAVEL AND TOURS (PTY) LTD, a company duly registered under the laws of the Republic of South Africa, and its clients (hereinafter referred to as "the Client(s)") who engage the services of the Company for travel booking and arrangements within South Africa. By utilizing the services provided by the Company, Clients agree to be bound by these Terms.

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2. Booking and Payment

- **2.1. Booking Confirmation:** Bookings made through the Company's website, email, or any other authorized channel are considered confirmed upon receipt of a deposit or full payment, as stipulated by the Company.
- 2.2. Payment: Clients are required to make full payment by the specified due date indicated in the booking confirmation. Failure to comply with the payment terms may result in the cancellation of the booking.
- 2.3. Prices: All prices quoted by the Company are subject to change until the booking is confirmed. Prices are inclusive of applicable taxes unless otherwise stated.

2.4. Price Fluctuation and Variability:

- **2.4.1.** The Company acknowledges that prices for travel, accommodation, and tourism activities may be subject to fluctuation and variability due to factors such as seasonal demand, currency exchange rates, and supplier pricing policies.
- **2.4.2.** Clients understand and accept that quoted prices provided by the Company are subject to change until the booking is confirmed and full payment is received.
- **2.4.3.** In the event of significant price fluctuations beyond the Company's control, including but not limited to changes in government taxes or fees, currency exchange rates, or supplier pricing adjustments, the Company reserves the right to adjust the quoted prices accordingly.
- **2.4.4.** Clients will be notified of any changes to the quoted prices as soon as practicable, and any additional costs incurred as a result of price adjustments will be communicated to the Client for their approval before proceeding with the booking.
- **2.4.5.** Clients may choose to proceed with the booking at the adjusted price, or they may request a refund of any payments made if they are unwilling to accept the revised pricing. Refunds, if applicable, will be processed in accordance with the Company's refund policy outlined in Section 3 (Cancellation and Refunds) of these Terms and Conditions.
- 2.5. Discount Codes and Vouchers: Discount codes and vouchers issued by the Company are non-transferable, cannot be redeemed for cash, and are only applicable for bookings made directly through the Company's official channels. Any misuse, reproduction, or unauthorized distribution of these codes and vouchers may result in their invalidation and potential termination of bookings made.

3. Cancellation and Refunds

3.1. Cancellation by Client:

- **3.1.1.** If the Client wishes to cancel their booking, they must provide written notice to the Company via email or other designated communication channels.
- **3.1.2.** The cancellation charges are necessary to cover the costs incurred by the Company in making arrangements for the Client's trip, including but not limited to administrative fees, non-refundable deposits, and cancellation penalties imposed by suppliers such as airlines, hotels, and tour operators.
- **3.1.3.** The following cancellation charges will apply, based on the number of days prior to the scheduled departure date: More than 60 days: 50% of the total booking cost

30 days: 75% of the total booking cost

Less than 30 days or no-show: 100% of the total booking cost

3.2. Cancellation by the Company:

- **3.2.1.** The Company reserves the right to cancel bookings due to unforeseen circumstances, including but not limited to acts of nature, government restrictions, or supplier failures. In such cases, the Company will provide a full refund to the Client in the form of travel credit available to be used on a future travel or services with the Company.
- **3.2.2.** The Company will make reasonable efforts to notify the Client of any cancellations as soon as practicable and will assist the Client in making alternative arrangements, if possible.
- **3.2.3.** The Company shall not be liable for any additional costs or expenses incurred by the Client as a result of the cancellation, including but not limited to travel insurance premiums, non-refundable transportation expenses, or lost vacation time.

4. Travel Documents

4.1. Passport and Visa: Clients are solely responsible for ensuring that they possess valid passports, visas, and any other necessary travel documents required for entry into South Africa. The Company shall not be liable for any consequences arising from the Client's failure to comply with these requirements.

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4.2. Health Requirements: Clients are responsible for complying with all health requirements, including vaccinations and medical clearances, necessary for travel to South Africa.

5. Accommodation

- **5.1. Accommodation Bookings:** The Company will make reasonable efforts to secure accommodation that aligns with the Client's preferences and budget. However, specific accommodations are subject to availability at the time of booking.
- **5.2.** Accommodation Changes: In the event that the reserved accommodation becomes unavailable, the Company reserves the right to substitute accommodations of similar standard and value without prior notice to the Client.

6. Liability

- 6.1. Limitation of Liability: The Company shall not be liable for any loss, damage, injury, or inconvenience incurred by the Client as a result of circumstances beyond its control, including but not limited to natural disasters, civil unrest, or supplier insolvency.
- 6.2. Indemnification: Clients agree to indemnify and hold harmless the Company, its directors, employees, and agents from any claims, losses, damages, liabilities, or expenses arising out of or in connection with the Client's use of the Company's services.

7. Insurance

7.1. **Travel Insurance:** The Company strongly recommends that Clients obtain comprehensive travel insurance to cover unforeseen events such as trip cancellation, medical emergencies, baggage loss, and travel delays. It is the Client's responsibility to ensure that their insurance policy adequately covers their travel needs.

8. Changes to Itinerary

8.1. Itinerary Changes: The Company reserves the right to make changes to the itinerary, including accommodations, transportation, and activities, as deemed necessary to ensure the smooth operation of the trip. Clients will be notified of any significant changes as soon as practicable.

9. Complaints

9.1. Complaint Procedure: Any complaints or issues experienced by the Client during the trip should be brought to the attention of the Company's representative as soon as possible to allow for prompt resolution. The Company will make reasonable efforts to address and resolve the Client's concerns in a timely manner.

10. Governing Law:

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Pretoria magistrates court of South Africa.

11. Acceptance of Terms

By engaging with the services provided by the Company, Clients acknowledge that they have read, understood, and agreed to be bound by these Terms and Conditions.

12. Contact Information

For inquiries, assistance, or concerns regarding these Terms and Conditions, Clients may contact Afriquest Travel and Tours at tygeloader@afriquest-travel.com.

13. Amendments

The Company reserves the right to amend these Terms and Conditions at any time without prior notice. Any changes will be effective immediately upon posting on the Company's website or other communication channels. Clients are advised to review the Terms periodically for updates.